

1995

A G R E E M E N T

BETWEEN:

BOROUGH OF CARLSTADT

- AND -

CARLSTADT DEPARTMENT OF PUBLIC WORKS BENEVOLENT ASSOCIATION

JANUARY 1, 1995, THROUGH DECEMBER 31, 1996

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	i
I RECOGNITION	1
II ASSOCIATION RIGHTS	2
III MANAGEMENT RIGHTS	3
IV WORK HOURS, OVERTIME, HOURLY RATE, AND CALL-IN	4 & 5
V SALARIES7 & 40
VI ASSOCIATION RIGHTS AND PROBATIONARY PERIOD .	.8 & 9
VII WORK IN HIGHER POSITION	10
VIII VACATIONS	11 & 12
IX HOLIDAYS	13
X SICK AND BEREAVEMENT LEAVE	14, 15 & 16
XI LEAVE OF ABSENCE	17
XII JURY DUTY	18
XIII TRAINING	19 & 20
XIV GRIEVANCE PROCEDURE	21, 22 & 23
XV NO-STRIKE PLEDGE	24 & 25
XVI DISCHARGE AND DISCIPLINE	26
XVII MEDICAL COVERAGE	27
XVIII LIFE INSURANCE	28
XIX PENSION	29
XX UNIFORMS	30
XXI DUES CHECKOFF	31 & 32
XXII PERFORMANCE OF BARGAINING UNIT WORK . . .	33
XXIII SEPARABILITY AND SAVINGS	34
XXIV SENIORITY	35

XXV	PAST PRACTICES	38
XXVI	TERM OF AGREEMENT	39
	SCHEDULE "A"	
	SALARIES	40
	SCHEDULE "B"	
	JOB DESCRIPTIONS	41

PREAMBLE

THIS AGREEMENT, entered into this day of ,
1990, by and between THE BOROUGH OF CARLSTADT, a Municipal
Corporation of the State of New Jersey, located in Carlstadt,
New Jersey, (hereinafter referred to as the "Borough"), and the
Carlstadt Department of Public works Benevolent Association,
located at 105 Kero Road, Carlstadt, New Jersey (hereinafter
referred to as the "DPWBA", represents the complete and final
understanding on all the negotiable issues between the Borough
and the DPWBA.

ARTICLE I

RECOGNITION

The Borough recognizes the DPWBA as the exclusive collective negotiations agent for the employees of the Department of Building and Grounds and the Department of Streets of the Borough of Carlstadt, excluding craft employees, mechanics, supervisors within the meaning of the Act, managerial executives, clerical employees, and police.

ARTICLE II

ASSOCIATION RIGHTS

Employees shall have the right to organize, join and support the DPWBA for the purposes of engaging in collective negotiations. Employees shall not be discouraged, coerced or discriminated against by the Borough with respect to hours, wages or any term or condition of employment by reason of membership in the DPWBA or participation in any of its lawful activities.

ARTICLE III

MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Borough reserves and retains solely and exclusively all its statutory and common law rights to manage the operations of all employees in the Department of Building and Grounds and the Department of Streets of the Borough of Carlstadt, New Jersey, as such rights existed prior to the execution of this or any other agreement with said employees. It is not the intention of the Borough, however, to waive any defense it may have to any clause herein which purports to contravene any statute now existing or hereafter adopted which declares such matter to be non-negotiable.

The Borough retains the rights invested or conferred upon it pursuant to laws and the Constitution of the United States Government and the Government of the State of New Jersey, including, but without limiting, the generality of the foregoing, the following rights:

1. The executive, management and administrative control of the Carlstadt Government and its properties and facilities and the activities of its employees.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment and/or assignment and to provide for continued employment or transfers, subject to qualifications and ability to perform the work necessary. DPWBA membership seniority shall be determined first.

3. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.

4. The exercise of the foregoing powers, rights, authority, duty and responsibility of the Borough of Carlstadt, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

ARTICLE IV

WORK HOURS, OVERTIME

HOURLY RATE, AND CALL-IN

A. WORK HOURS:

1. The normal work week for the Department of Building and Grounds and the Department of Streets shall consist of five (5) consecutive days, Monday through Friday.

2. Starting time for the Street Department shall be 6:00 a.m. Starting time for the Building and Grounds Department shall be 7:00 a.m.

3. The normal work day shall consist of eight (8) hours, which shall include a thirty (30) minute paid lunch period.

B. OVERTIME:

1. Work in excess of forty (40) hours (inclusive of the one-half (1/2) hour lunch period) shall be considered overtime.

2. Overtime shall be paid on the basis of time and one-half (1-1/2).

3. Overtime shall be as required and approved by the Superintendent.

C. HOURLY RATE:

To compute the base hourly rate for overtime or other purposes, the employee's annual base salary shall be divided by 2080 hours or upon the hourly rate as may be specifically set forth in schedule "A".

D. CALL-IN TIME:

An employee called in to work at a time other than his or her normal schedule shall be entitled to a minimum of three (3) hours of call-in pay. Call-in time shall mean three (3) hours of straight time or actual hours worked, at time and one-half (1-1/2), whichever is greater.

E. Employees who are called in to work on a scheduled holiday listed in Article IX shall be paid at the rate of double their hourly wage.

F. Employees who are out sick shall not be entitled to call in overtime for the day on which they called in sick.

ARTICLE V

SALARIES

A. SALARY SCHEDULE:

Salaries for all employees shall be provided for the years of 199 and 199 in accordance with Schedule "A", attached hereto.

B. PROGRESSION:

1. Starting salary for new employees will be Two (\$2.00) Dollars less the rate paid a laborer, which shall be increased by (~~\$1.00~~) Dollars fifteen (15) months after date of hire.
2.00

2. If an employee is in progression and there is an hourly increase in the particular job title, it shall not stop the employee's progression.

3. An employee who changes job title shall be given his or her increases according to the following:

Any employee going into a higher-rated job will reach the maximum of said job within ninety (90) days of employment.

ARTICLE VI

ASSOCIATION RIGHTS AND PROBATIONARY PERIOD

A. ASSOCIATION RIGHTS:

It shall be a condition of employment that all employees of the Borough covered by this Agreement who are members of the DPWBA in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, become and remain members in good standing of the DPWBA. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members of the DPWBA in good standing.

B. PROBATIONARY PERIOD:

All new employees shall be on probation for an additional sixty (60) days of employment. The employee's hiring date shall be recorded as his or her original date of hire upon completion of the probationary period. A probationary employee may be terminated without recourse.

C. TEMPORARY EMPLOYEES:

Employees hired for summer, seasonal or special help in the course of the year are not required to become members of the

Union, because they will be temporarily employed for no longer than ninety (90) days (college or high school students).

ARTICLE VII

WORK IN HIGHER POSITION

A. Any employee assigned to work in a higher job classification shall be compensated for such higher classification.

1. If an employee works in a higher classification for any part of one (1) day, the employee shall be guaranteed four (4) hours of pay at the higher rate for that day or each consecutive day thereafter.

2. Overtime work shall be equally distributed among employees as it is reasonably practical among those capable of performing the work to be done.

ARTICLE VIII

VACATIONS

A. Vacations for full-time employees shall be based upon the following schedule:

<u>YEARS OF SERVICE COMPLETED</u>	<u>VACATION TO BE RECEIVED</u>
First (1st) year of employment	One (1) day for every two (2) months
After one (1) year	Five (5) days
After two (2) years	Ten (10) days
After five (5) years	Fifteen (15) days
After ten (10) years	Twenty (20) days
After twenty (20) years	Twenty-five (25) days
After twenty-five (25) years	Twenty-seven (27) days
After thirty (30) years	Thirty (30) days

The Anniversary date of last hire shall be the cutoff date for the purpose of qualifying for vacations. In addition to the foregoing, every full-time employee who has completed at least one calendar year of service with the Borough shall be entitled to one extra vacation day, provided, however, that the employee has lost no work time due to a work-incurred injury in the preceding calendar year.

SAFETY INCENTIVE PROGRAM: In addition to the foregoing, every full-time employee shall be entitled to an annual incentive day which may be used either as a vacation or as a sick day.

PATERNITY LEAVE: In addition to the foregoing, every full-time male employee shall be entitled to one paternity leave day with pay upon the birth of a child.

B. Posting of vacation schedule for those employees desiring to go on vacation during the months of June, July, August and September shall be put up on the bulletin board, and they must make their selections during the one (1) month period of March 1st to April 1st, and then the posting will be taken down. (Limit three per day)

C. VACATION SCHEDULING:

The Supervisor (department head) shall allot vacation periods in order to assure orderly operations and adequate, continuous service, but will grant vacation periods so far as practicable in accordance with desire and seniority (length of employment with the Borough).

D. All vacation days must be taken during the calendar year earned.

ARTICLE IX

HOLIDAYS

A. Employees will be given the following paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Election Day
Independence Day	Labor Day
Columbus Day	Employee's Birthday

B. Holidays falling on Saturday will be observed on Friday, and holidays falling on Sunday will be observed on Monday.

If a holiday falls during an employee's vacation, the employee will receive one (1) day's pay at his or her regular compensation rate, or the employee must use that day as a personal holiday.

C. Paragraph B notwithstanding, the holidays above set forth shall be taken on the same day as that taken by state employees. Should the State not celebrate one or more of the holidays set forth in A above, then said holiday shall be celebrated as set forth in B.

D. Employees shall be entitled to their birthday as a personal day with pay.

ARTICLE X

SICK AND BEREAVEMENT LEAVE

A. SICK LEAVE:

1. Definition:

Sick days are provided by the Borough to its employees for their welfare and benefit during illness or sickness.

Sick leave time and/or sick days shall never be taken for personal reasons--only in the event of illness.

Sick leave may be utilized by the employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

2, Amount of Sick Leave:

All employees of the Borough are entitled to earn one (1) day of sick leave for every one (1) month of actual service while employed by the Borough (sick leave itself is not counted as time worked; i.e., to earn sick leave time while on sick leave). Effective January 1, 1993, a complete year of actual service will yield twelve (12) sick days.

3. Reporting of Absence on Sick Leave:

If an employee is absent for reasons that entitle him or her to sick leave, the supervisor shall be notified prior to the employee's starting time.

a. Failure to so notify his or her supervisor may be cause of denial of use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

4, Verification of Sick Leave:

a. An employee who shall be absent on sick leave for three (3) or more consecutive days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

b. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

c. The Borough may require an employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined at the expense of the Borough by a physician of the Borough's choice. Such examination shall establish whether the employee is capable of performing his or her normal duties and that on the employee's return he or she will not jeopardize the health of other employees. The employee must show medical evidence on returning to work.

5. Work-Incurred Injury:

a. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such employee at full pay during the first six (6) month period of time, all temporary disability benefits accruing under the provision of the Worker's Compensation Act shall be paid over to the Borough. After the six (6) month period the employee shall receive and accept the disability payments provided by insurance and/or the Worker's Compensation temporary disability payments, all as established by the Borough's Disability Insurance program presently held by the Borough.

b. The employee shall be required to present evidence by a certificate that he or she is unable to work from the Borough physician, approved treating physician, or its insurance company physician at the Borough's expense.

c. In the event the employee contends that he or she is entitled to a period of disability beyond the period established by the approved treating physician, or a physician employed by the Borough or its insurance carrier, then the burden shall be on the employee to establish his or her entitlement to such additional period of disability by obtaining a judgment in the Division of Worker's Compensation, or by the final decision of the last reviewing court whose decision shall be binding upon the parties.

6. Record Keeping:

a. The record keeping of sick-day accumulation shall be the function of the Borough Clerk's office. The record shall indicate sick days accumulated to date and sick days taken to date.

b. Every employee has the right to the verification of his or her sick-leave accumulation at any time. This

request is to be made to his or her department head.

7. Advancing of Sick Days:

There shall be no advancing of sick days against time to be worked.

8. All employees shall be entitled to receive compensation at their regular rate of payment, to be paid during the last pay period of the calendar year, for each unused sick day earned during the year. In no event, however, shall an employee be compensated for unused sick days that exceed the number that may be attained in one year pursuant to Section A.2 of this Article.

B. BEREAVEMENT LEAVE:

1. All permanent full-time employees covered by this Agreement shall be entitled to three (3) days of leave with pay upon the death of a member of his or her immediate family.

2. Immediate family shall include spouse, children, parents, brothers and sisters of the employee.

3. Such bereavement leave shall not be charged against the employee's vacation or sick leave.

4. Subject to the approval of the Department Commissioner, and with the consent of the Superintendent, the leave may be extended for a reasonable period of time and shall be without pay or charged against available vacation time.

5. One day bereavement leave is given for immediate family of employee's spouse.

ARTICLE XI

LEAVE OF ABSENCE

Leaves of absence up to ninety (90) days may be granted to employees when reasons for such leave have been established based upon submission to and recommendation by the employee's Department Head, with final approval of the Borough Council. Such leave may be granted at the discretion of the Borough Council, provided it will not interfere with the efficient operation of the department. In unusual cases, a leave of absence may be extended at the discretion of the Borough Council. All such leaves of absence shall not result in loss of seniority status and shall be without pay. However, vacation and sick days shall not be accrued or compensated for during said absence. It is understood that no individual on leave of absence will be gainfully employed by any other employer, or self-employed.

Upon the employee's return to work the allotted vacation time shall be diminished on a pro rata basis; i.e., ninety (90) days' leave of absence shall result in a loss of twenty-five (25%) percent of the allotted vacation time for that year.

ARTICLE XII

JURY DUTY

If selected to serve on either a Petit or Grand Jury, employees shall be excused from work so that he or she may serve on the same. During the period of time the employee is performing this public service, that employee shall be entitled to collect his or her full salary and, in addition, may keep those monies paid to each juror by the Courts.

However, if an employee is not empanelled and/or is dismissed for the day (prior to 4:00 p.m.) or does not have to report on a specified day, then, in that event, the employee must report to work. Failure to do so will be considered an act of insubordination and disciplinary action will be taken (i.e., suspension from work without pay, deduction of pay for those hours not worked and not used to serve on jury, etc.).

At the termination of jury duty, the employee will have the County Clerk's office or other officer of the Court certify and attest to the total number of days and the specific dates that the employee actually served on jury duty. Said form shall be provided to the employee through the office of the Borough Clerk.

There shall be an understanding by and between the Borough and the members of the DPWBA that in the event the Borough can have the members exempt from serving jury duty they may do so.

ARTICLE XIII

TRAINING

- A. In-service training may be made available to all employees of the Street and Building and Grounds Departments as scheduled by the department head, supervisor or appropriate designee.
- B. In-service training is defined as any time allocated by the department head, supervisor, or appropriate designee to be used for the purpose of updating and maintaining professional skills, knowledge and performance of the employees.
- C. In-service training shall also include service, training schools, state university, or agencies or programs so designed that they are deemed to be of benefit to the employee and to the Borough.
- D. Should the governing body determine that it will make such in-service training available, then, in that event, pertinent courses of instruction provided by these agencies (or programs) and available to the employees of the Street and Building and Grounds Departments shall be posted so that all employees of each respective department are made aware of the availability.
- E. Any employee interested in attending a course of instruction pertinent to his/her job shall indicate that

desire by providing his/her signature under the courses of instruction posted on the bulletin board allotted to each respective department.

F. School vacancies shall be filled on a rotational basis for each vacancy available, from signatures provided on the particular list.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with the head of the department and having the grievance adjusted without the intervention of the DPWBA.

B. DEFINITION:

The term "grievance", as used herein, means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the DPWBA, or the Borough.

C. STEPS OF THE GRIEVANCE PROCEDURE:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent.

STEP ONE: The moving party shall present the grievance in writing signed by the aggrieved to the department head within ten (10) calendar days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of

the grievance, the persons involved shall make an earnest effort to resolve the matter. The department head shall make whatever additional investigation is necessary and shall, within ten (10) calendar days after presentation of the grievance, give his decision.

STEP TWO: If the grievance is not resolved in Step One, it may be appealed in writing within ten (10) calendar days after receipt of the answer in Step One to the Mayor and the Borough Council. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) working days of receipt of the appeal unless extended by mutual agreement. The decision of the Mayor and Borough Council shall be made not later than ten (10) working days after the Step Two meeting.

STEP THREE - ARBITRATION:

(a) In the event the grievance has not been resolved at Step Two, either party may, within ten (10) calendar days, request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Commission.

(b) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

(c) The cost of the services of the arbitrator shall be

borne equally between the Borough and the DPWBA, if necessary. Any other expense incurred, including but not limited to the representation of witnesses, shall be paid by the party incurring same.

(b) The arbitrator shall set forth his findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding.

D. A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.

E. The arbitrator shall have no authority to add to or subtract from this Agreement when interpreting same.

ARTICLE XV

NO-STRIKE PLEDGE

A. The DPWBA covenants and agrees that during the term of this Agreement neither the DPWBA nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his or her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The DPWBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The DPWBA will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Borough.

D. In the event any violation of the previous paragraph occurs which is unauthorized by the DPWBA; i.e., a "wildcat" strike or any job action identified above; the Borough agrees that there shall be no liability on the part of the DPWBA or any of its officers or agents, provided that the DPWBA promptly orders its members to return to work. Failure of employees to return to work after being so ordered by the DPWBA shall be cause for dismissal.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in the law or in equity for injunction or damages or both in the event of such breach of the DPWBA.

ARTICLE XVI

DISCHARGE AND DISCIPLINE

- A. The Borough and/or its representatives will have the right to discharge, suspend or discipline an employee for just cause.
- B. In the case of suspension or discharge, the Borough, through the Borough Clerk, will notify the DPWBA in writing within five (5) working days of such action.
- C. The DPWBA may contest such action in the grievance procedure, and shall notify the Borough through the Borough Clerk, of its intent to contest within five (5) working days of receipt of the notice of suspension or discharge.

ARTICLE XVII

MEDICAL COVERAGE

A. The Borough will continue to provide and pay for the existing medical coverage in accordance with present practice.

B. All increases in premiums during the term of this Agreement shall be borne entirely by the Borough.

C. Retirees of the Borough who, at the time of their retirement, have attained the age of fifty-eight (58) and who have the minimum of twenty-five (25) years service shall be entitled to continue the Borough's medical package into retirement with the Borough paying twenty-five (25%) percent of the cost and expense of such medical benefits, and the remaining seventy-five (75%) of the cost and expense of the benefit paid by the retiree(s). It is understood that, in addition to any other terms and conditions due, consideration shall be given to the benefits available to the employee through Medicare, etc.

D. Retirees of the Borough who, at the time of their retirement, are not eligible for medical benefits pursuant to paragraph "C" above and who have attained the age of 65 shall be entitled to continue the Borough's medical package at their own cost and expense upon such terms and conditions as shall at that time be established. It is understood that, in addition to any other terms and conditions due, consideration shall be given to the benefits available to the employee through Medicare, etc.

ARTICLE XVIII

LIFE INSURANCE

The Borough will provide, in accordance with present practice, at the Borough's cost and expense and without cost to the employee, a life insurance policy in the face amount of Ten Thousand (\$10,000.00) Dollars per employee.

ARTICLE XIX

PENSION

The Borough shall continue to provide the present pension and retirement benefits to employees covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey.

ARTICLE XX

UNIFORMS

A. CLOTHING ALLOWANCE:

The Borough will provide each employee with a clothing allowance in the amount of Five Hundred Twenty-Five (\$ 525.00) Dollars per year.

B. WORK-SHOE ALLOWANCE:

The Borough will provide each employee with a work-shoe allowance in the amount of Two Hundred (\$200.00) Dollars per year.

C. NON-ACCOUNTABLE CLOTHING ALLOWANCE:

Effective January 1, 1993, the Borough will provide each employee with a non-accountable clothing allowance in the amount of Two Hundred (\$200.00) Dollars for the year.

D. UNIFORMS:

1. The Borough shall provide each employee with three (3) shirts, three (3) pairs of pants, one (1) jacket, and one (1) hat, for use in cool weather.

2. The Borough will provide each employee if it deems necessary, with three (3) short-sleeve shirts and/or tee shirts, for use in hot weather.

E. SAFETY EQUIPMENT:

The Borough will provide prescription safety glasses at the Borough's sole expense to each employee requiring corrective glasses.

ARTICLE XXI

DUES CHECKOFF

A. Upon receipt by the Borough of voluntary written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Borough and the DPWBA and consistent with applicable State Law, and which shall call for deduction from the wages of such member of monies for payment to the DPWBA of his/her membership dues (and initiation fee if a new member), which shall be uniform, the Borough thereafter will deduct from the first (1st) pay each month of each such member during the full term of this Agreement and any extension or renewal thereof and during the existence of such assignment, his/her periodic DPWBA dues (and initiation fee if a new member). The Borough will promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the DPWBA at its office address, 105 Kero Road, Carlstadt, New Jersey 07072, provided that the DPWBA shall previously have notified the Borough of the amount of dues and initiation fees to be deducted and shall have furnished the Borough with the signed voluntary written assignment of each member whose dues and/or initiation fee are to be deducted.

B. The DPWBA shall indemnify and save harmless the Borough against any and all claims, demands, suits or other forms of liability by reason of action taken by the Borough in reliance upon signed authorization cards furnished to the Borough by the

DPWBA and in compliance with the provisions of this Article.

C. In the event any member of the bargaining unit chooses not to become a member of the DPWBA, said employee shall pay a representation fee to the DPWBA in accordance with N.J.S.A. 34:13A-5.5, after the signing of a withholding authorization card by said employee.

ARTICLE XXII

PERFORMANCE OF BARGAINING UNIT WORK

A. The Superintendent of Public Works shall be allowed to perform bargaining unit work during emergencies, but said Superintendent must first call every other employee to determine their availability for work in case of or during an emergency.

B. After twelve (12) consecutive hours of work the employee is entitled to receive supper money in the amount of Seven Dollars and Fifty (\$7.50) Cents and for every consecutive six (6) hours worked thereafter until he/she is finished his/her working time.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

SENIORITY

- A. DPWBA membership seniority shall prevail for any vacant job that is posted in any department (the most senior employee may sign the posting and because of his/her seniority shall receive said job).
- B. The employee bidding on the job must have the ability and the training as referred to prior to this Agreement.
- C. The job shall remain posted for a period of five (5) days.
- D. It is hereby agreed that the parties hereto recognize and accept the principal of seniority in all cases of layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be considered in designating the employee to be affected.
- E. The seniority of an employee is defined as the length of continuous service as a Borough employee dating back to his or her last date of hire.
- F. In the event of layoff and re-hiring, the last person hired shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with this seniority, provided that, in the judgment of the Borough, the more senior employee is able to do the available work in a

satisfactory manner, and provided further that he/she has the proper qualifications.

G. When promotions to a higher position or transfers to other positions are in order, the Borough shall first attempt to make promotions or transfers from its regular employees. Considerations for such promotions or transfers shall be based first upon ability to perform the work and qualifications, and then upon seniority, and if any employee so promoted or transferred is not deemed qualified after a three (3) month trial period, the Borough may remove the employee and re-transfer him/her to his/her former position. The decision as to whether an employee is qualified shall be made by the Borough.

H. Once per year, the Borough shall prepare and forward to the DPWBA a seniority list of employees by classification and by length of service with the Borough. Seniority lists shall be updated when necessary, and shall be posted on the bulletin boards showing the employees' names, classifications and seniority dates.

I. Seniority shall terminate: (i) when the employee resigns; (ii) when the employee is discharged; (iii) when the employee is laid off for a period in excess of one (1) year; (iv) upon leave of absence (not caused by accident or illness) in excess

of ninety (90) days; (v) upon absence without leave in excess of three (3) consecutive working days without justifiable reason; or (vi) upon failure of an employee to accept recall within one (1) working week's notice of recall from the Borough.

J. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Borough record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.

ARTICLE XXVI

TERM OF AGREEMENT

This Agreement shall take effect from January 1, 1995, and shall remain in full force and effect through December 31, 1996, and from year to year thereafter unless either party shall give notice in writing no sooner than one hundred and twenty (120) days nor later than sixty (60) days in advance of the expiration of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have sixty (60) days to give notice of proposed changes and/or counter-proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Article.

FOR THE DPWBA:

By: Vincent DeGesare

Witness:

Richard Kirk

FOR THE BOROUGH OF CARLSTADT

Daniel Shuck

Witness:

Claire Loy

SCHEDULE "A"

SALARIES

A. LONGEVITY:

<u>NUMBER OF YEARS</u>	<u>PERCENT (%) OF BASE INCOME</u>
Five (5) years	One (1%) percent
Ten (10) years	Two (2%) percent
Fifteen (15) years	Three (3%) percent
Twenty (20) years	Four (4%) percent
Twenty-five (25) years	Five (5%) percent
Thirty (30) years	Six (6%) percent
Thirty-five (35) years	Seven (7%) percent
Forty (40) years	Eight (8%) percent

Longevity shall be paid in accordance with past practice

B. CLASSIFICATIONS:

The below rates are the maximum rates:

<u>CLASSIFICATION</u>	<u>as of:</u>	<u>1/1/94</u>	<u>1/1/95</u>	<u>1/1/96</u>
Building and Grounds		\$18.32	\$19.05	\$19.72
Street Department		17.30	17.99	18.62
Drivers		17.77	18.48	19.13
Working Supervisors		19.15	19.92	20.62

C. Truck Drivers and Operators shall receive an additional (.50¢) cents per hour when working on tree trucks.

SCHEDULE B
JOB DESCRIPTIONS

DEPARTMENT OF PUBLIC WORKS:

1. Garbage removal
2. Install and replace street signs and posts
3. Repair potholes
4. Clearing catch basins and repairs
5. Clearing sewer plugups
6. Leaf cleanup
7. Clear up trash in public areas
8. Clearing streams and ditches of debris
9. Street sweeping
10. Striping streets and painting curbs
11. Answering emergency calls; i.e., oil spills after an accident, glass cleanup, removal of dead animals, sewer blockups.

PUBLIC WORKS AND BUILDING AND GROUNDS DEPARTMENTS:

1. Snow plowing and snow removal
2. Making new signs with machine

BUILDING AND GROUNDS DEPARTMENT:

1. Renovating baseball diamonds
2. Repairing damage to land equipment
3. Painting public buildings
4. Painting bleachers and outside walls
5. Cutting grass and growths in public areas
6. Working stump cutter (removing stumps)
7. Hanging Christmas lights and decorations

8. Seal coating asphalt areas
9. Flooding areas for ice skating
10. Marking fields for sporting events
11. Painting public buildings in bad weather
12. In emergency: Clearing and cutting fallen trees
13. Trimming and removal of trees (cutting trees)
14. Repairs to public buildings
15. Laying concrete walks and curbs
16. Building walls
17. Erecting and repairing fences and bleachers
18. Planting trees
19. Draining buildings for winter and reopening in the spring
20. Liming, fertilizing and seeding lawns, laying sod
21. Minor plumbing and electrical in public buildings

A. The foregoing is an attempt to reasonably define the broad areas within which the Department of Public Works and the Buildings and Grounds Department will perform their respective work duties. It is understood and agreed, however, that said list is not all inclusive and that there may be certain other areas not mentioned and other areas which may overlap. The Governing Body reserves the right to expand, limit and further define the job description by ordinance or resolution.

B. Order of hire shall determine job responsibility as to garbage pickup detail.

C. The summer employee program shall remain as it presently exists.